

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (Philadelphia)**

<b>IN RE:</b>	:	
<b>MARGARET CULBERTSON</b>	:	<b>BK. No. 18-18473-amc</b>
<b>Debtor</b>	:	
	:	<b>Chapter No. 13</b>
<b>PHH MORTGAGE CORPORATION</b>	:	
<b>Movant</b>	:	
<b>v.</b>	:	
<b>MARGARET CULBERTSON</b>	:	
<b>Respondent</b>	:	<b>11 U.S.C. §362</b>

**MOTION OF PHH MORTGAGE CORPORATION FOR RELIEF FROM AUTOMATIC  
STAY UNDER §362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorneys, PHELAN HALLINAN DIAMOND & JONES, LLP, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by Debtor, MARGARET CULBERTSON A/K/A MARGARET MARY CULBERTSON.

1. Movant is **PHH MORTGAGE CORPORATION**.
2. Debtor, MARGARET CULBERTSON A/K/A MARGARET MARY CULBERTSON is the owner of the premises located at **1129 AGNEW DRIVE, DREXEL HILL, PA 19026**, hereinafter known as the mortgaged premises.
3. Movant is the holder of a mortgage on the mortgaged premises.
4. Debtor's failure to tender monthly payments in a manner consistent with the terms of the Mortgage and Note result in a lack of adequate protection.
5. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required hereunder.
6. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 13 Petition.
7. As of September 25, 2019, Debtor has failed to tender post-petition mortgage payments for the months of April 2019 through September 2019. The monthly payment amount for the months of April 2019 through September 2019 is \$1,518.05, less suspense in the amount of \$263.90, for a total amount due of \$8,844.40. The next payment is due on or before December 6, 2019

in the amount of \$1,518.05. Under the terms of the Note and Mortgage, Debtor has a continuing obligation to remain current post-petition and failure to do so results in a lack of adequate protection to Movant.

8. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

9. Movant specifically requests permission from the Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

10. Movant, its successors and assignees posits that due to Debtor's continuing failure to tender post-petition mortgage payments and the resulting and ever increasing lack of adequate protection that said failure presents, sufficient grounds exist for waiver of Rule 4001(a)(3), and that Movant, its successors or assignees should be allowed to immediately enforce and implement the Order granting relief from the automatic stay.

11. PHH MORTGAGE CORPORATION services the underlying mortgage loan and note for the property referenced in this Motion for Relief for PHH MORTGAGE CORPORATION (the Noteholder) and is entitled to proceed accordingly. Should the Automatic Stay be lifted and/ or set aside by Order of this Court or if this case is dismissed or if the debtor obtains a discharge and a foreclosure action is commenced or recommenced, said foreclosure action will be conducted in the name of PHH MORTGAGE CORPORATION (the Noteholder). PHH MORTGAGE CORPORATION (the Noteholder) has the right to foreclose because Noteholder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Noteholder directly or through an agent has possession of the promissory note and the promissory note is either made payable to Noteholder or has been duly endorsed.

**WHEREFORE**, Movant respectfully requests that this Court enter an Order;

a. Modifying the Automatic Stay under Section 362 with respect to **1129 AGNEW DRIVE, DREXEL HILL, PA 19026** (as more fully set forth in the legal description

attached to the Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to proceed with its rights under the terms of said Mortgage; and

b. Movant specifically requests permission from this Honorable Court to communicate with Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law; and

c. Holding that due to Debtor's continuing failure to tender post-petition mortgage payments and the resulting and ever increasing lack of adequate protection that said failure presents, sufficient grounds exist for waiver of Rule 4001(a)(3), and that Movant, its successors or assignees, should be allowed to immediately enforce and implement the Order granting relief from the automatic stay ; and

d. Granting any other relief that this Court deems equitable and just.

/s/ Jerome Blank, Esquire  
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December 6, 2019